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3 BILL NO. S-76-03-37.

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5 SPECIAL ORDINANCE NO. S- 78-76

6 AN ORDINANCE approving a contract
7 with N. G. GILBERT CORP. for
8 Street Lighting Resolution 112-1975.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
10 OF FORT WAYNE, INDIANA:

11 SECTION 1. That the contract dated March 10, 1976,
12 between the City of Fort Wayne, by and through its Mayor and
13 the Board of Public Works and N. G. Gilbert Corp., for

14 Installation of street lighting with under-
15 ground wiring on both sides of Calhoun
16 Street from Pettit Avenue to East Foster
17 Parkway

18 for a total cost of \$43,647.73, of which the City will pay
19 60% and the balance paid by the property owners, or a maximum
20 of \$3.31 per lineal foot, all as more particularly set forth
21 in said Contract which is on file in the Office of the Board
22 of Public Works and is by reference incorporated herein,
23 made a part hereof and is hereby in all things ratified,
24 confirmed and approved.

25 SECTION 2. This Ordinance shall be in full force
26 and effect from and after its passage and approval by the
27 Mayor.

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Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted: read the second time by title and referred to the Committee on City Utilities (and the City-Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 1976, at _____ o'clock P.M., E.S.T.

Date: 3-23-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. Passed (lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-VOTE
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

Date: 4-13-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution), No. 8-78-76 on the 13th day of April, 1976.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of April, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 14th day of April, 1976, at the hour of 5:15 o'clock P. M., E.S.T.

Robert E. Thompson
MAYOR

Bill No. S-76-03-37

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with N.G. GILBERT CORP. for Street Lighting Resolution
112-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 88 PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

DATE 4-13-76 CONCURRED IN
CHARLES W. WETTERMAN, CITY CLERK

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

PROJECT _____

DATE 2-2-76

RES. NO. 112-75

MATERIAL \$26,739.00

CONTRACTORS			ESTIMATE	EXTENSION	T & F Constuction		Schmidt Electric		N.G.Gilbert Corp.		UNIT BID	TOTAL BID
STREET LIGHTING - MATERIAL COST	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID		
49	ea.	22' mounting height alum. embedded poles	52.03	2549.47	24.00	1,176.00	36.00	1,764.00	33.50	1,641.50		
49	ea.	G.E. IC-400R mercury vapor luminaires	16.08	7879.20	10.00	490.00	15.00	735.00	9.00	441.00		
8500	ft.	2/c #4 underground wire in trench	.33	2805.00	.18	1,530.00	.30	2,550.00	.05	425.00		
5700	ft.	underground trench in the earth	.69	3923.00	.65	3,705.00	.50	2,850.00	.60	3,420.00		
700	ft.	1 1/2" rigid plastic to be pushed under drivvys/sidew.	2.48	1736.00	2.50	1,750.00	2.75	1,925.00	2.25	1,575.00		
1200	ft.	1 1/2" rigid steel conduit pushed under pavement.	3.13	3756.00	2.50	3,000.00	2.25	2,700.00	2.75	3,300.00		
4	ea.	60 amp controls & risers	87.48	349.92	40.00	160.00	60.00	240.00	53.90	215.60		
5700	ft.	grading, topsoil, seeding	.18	1026.05	.10	570.00	.10	570.00	.15	855.00		
2	spans	duplex overhead wire	27.31	54.62	25.00	50.00	20.00	40.00	13.25	26.50		
1	ea.	J hook	6.80	6.86	7.00	7.00	12.00	12.00	3.90	3.90		
REMOVAL:												
4	ea.	35' wood poles	31.82	127.28	32.00	128.00	25.00	100.00	20.25	81.00		
1	ea.	30' concrete poles	33.40	33.40	35.00	35.00	50.00	50.00	28.90	28.90		
17	ea.	ornamental poles with luminaires	23.65	402.05	29.00	493.00	65.00	1,105.00	16.00	272.00		
5	ea.	8' mast arms w/luminaire:	21.17	105.85	21.00	105.00	20.00	100.00	16.00	80.00		
2	spans	duplex overhead wire	15.61	31.22	15.00	30.00	15.00	30.00	9.00	18.00		
1	ea.	J hook	2.25	2.25	3.00	3.00	12.00	12.00	1.60	1.60		
		CONTRACTOR'S BID		18,103.92		13,225.00		14,783.00		12,385.00		
		ESTIMATED MATERIALS COST (furnished by City)		26,738.73		26,738.73		26,738.73		26,738.73		
		ADVERTISING COST		40.00		40.00		40.00		40.00		
		INSPECTION & ENGINEERING		4,484.20		4,484.00		4,484.00		4,484.00		
		TOTAL		49,365.92		44,487.73		46,045.73		43,647.73		

62-70-6 3/10/76

CONTRACT 112-75

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

THIS AGREEMENT AND INDENTURE made and entered into this,
the 10 day of March 1976, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the
Contract Documents as the "Purchaser," and

N.G. GILBERT CORP.

The part of the second part, termed in this agreement and the
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
caused to be prepared certain contract documents for furnish-
ing labor and equipment and performing work therein fully des-
cribed, and the Contractor did, on the 28th day of January,
file with the Board of Public Works, a copy of said contract
documents, together with his offer and terms therein fully
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
describe the terms and conditions upon which the Contractor is
willing to furnish the labor and equipment and perform the work
hereto for by the said contract documents and in the manner and
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
aforesaid be attached hereto and that the same do in all par-
ticulars become the agreement and contract between the parties
hereto in all matters and things set forth therein and described,
and further, that both parties hereby accept and agree to the
terms and conditions of said contract documents so filed, for the
following:

installation of street lighting with underground
wiring on both sides of Calhoun Street from Pettit Avenue to
East Foster Parkway for the bid of \$12,385.00.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haee verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Ursula Miller
ATTEST: Clerk
Robert R. Munstony
MAYOR

Approved in Form & Legality

By:

James H. ...
Associate City Attorney

BOARD OF PUBLIC WORKS

N. P. Winkler
Edward H. ...
Irving J. ...

CONTRACTOR: _____

N. G. GILBERT CORPORATION

BY: R. F. Uher
R. F. Uher
Vice-President

Know All Men by These Presents:

That the SECURITY INSURANCE COMPANY OF HARTFORD, a corporation of the State of Connecticut, by **WILLIAM P. HECKLES** its Vice President, and **JOHN S. GALLON** its Secretary, in pursuance of authority granted by a resolution duly passed by the Board of Directors of said Company at a meeting of that body, at which a quorum was present, held on the 11th day of September, 1962, at its office in the City of New Haven, State of Connecticut, which resolution reads as follows:

"RESOLVED: That effective September 11, 1962, bonds, undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof shall be executed by the President or any Vice President and duly attested by any Secretary or any Assistant Secretary, or shall be signed in the Company's behalf by an attorney-in-fact appointed by a power of attorney executed as provided by Article IV of the By-Laws of this Company, any of said officers or such attorneys-in-fact being authorized to affix the Company's seal to any such instrument; and any Secretary or any Assistant Secretary is hereby authorized and empowered to certify under the Company's seal to a copy of any resolution, by-law, written instrument, power of attorney, list of officers, or financial statement of the Company that may be appropriate or required; and

RESOLVED FURTHER: That any signature of any of said officers to any of the written instruments above referred to, including powers of attorney and certifications, may be by printed facsimile, but the signature of any attorney-in-fact acting under such power shall be manually signed."

does hereby nominate, constitute and appoint **Hayes J. Potter, Paul A. Lohse and/or Edward W. Brown of Fort Wayne, Indiana** -----

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed any and all Contract Bonds on behalf of **H. G. Gilbert** Certification, no one bond to exceed the penalty of **THREE HUNDRED THOUSAND DOLLARS (\$300,000.)** -----

And when such bonds or undertakings shall have been duly executed pursuant hereto and the corporate seal affixed, they shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the duly elected officers of the Company in their own proper persons. The said company hereby reserves unto itself, however, the absolute right to revoke this Power of Attorney at any time it may desire so to do.

The said Secretary does hereby certify that the foregoing copy of resolution is a true copy of the resolution passed by the Board of Directors of said Company at its meeting held on the 11th day of September, 1962, as aforesaid, and that said resolution is still in force, and further certifies that the following is a true extract from the By-Laws of the Security Insurance Company of Hartford:

ARTICLE IV

Appointment of Attorneys-in-fact

The President or any Vice President shall also have power and authority, from time to time, to appoint one or more attorneys-in-fact for the purpose of executing and delivering, for and on behalf of the Company and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity and other instruments of writings of similar character, to prescribe the respective duties of such attorneys-in-fact and the respective limits of their authority, and to revoke any such appointment at any time in his discretion.

IN WITNESS WHEREOF, the said Vice President and the said Secretary have hereunto subscribed their names and affixed the corporate seal of the said **SECURITY INSURANCE COMPANY OF HARTFORD** this 6th day of January A.D. 1971

SECURITY INSURANCE COMPANY OF HARTFORD

JOHN S. GALLON Secretary

STATE OF CONNECTICUT } ss.
CITY OF HARTFORD

On this 6th day of January A.D. 1971, before the subscriber, a Notary Public of the State of Connecticut, in and for the City of Hartford, duly commissioned and qualified, came the above named Vice President and Secretary, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, they did depose and say that they know the corporate seal of said Company, that the seal affixed to the preceding instrument is the corporate seal, and that the preceding instrument was executed by them and the corporate seal affixed by the authority of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, at the City of Hartford, the day and year first above written.

My commission expires March 31, 1974



MAUREEN H. WOODS Notary Public

CERTIFICATE

I, **JOHN S. GALLON**, Secretary of the **SECURITY INSURANCE COMPANY OF HARTFORD**, do hereby certify that I have compared the foregoing copy of Power of Attorney and the foregoing copy of affidavit annexed to the said Power of Attorney with the originals now on file in the home office of the said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Company this 12th day of February 1976

JOHN S. GALLON Secretary

SECURITY INSURANCE COMPANY OF HARTFORD

HARTFORD, CONNECTICUT 06101

1000 ASYLUM AVENUE

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

That N. G. GILBERT CORPORATION OF MUNCIE, INDIANA

.....as Principal,
hereinafter called Contractor, and SECURITY INSURANCE COMPANY OF HARTFORD, a corporation organized and
existing under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto

CITY OF FORT WAYNE, INDIANA

.....as Oblige, hereinafter called Owner,

in the amount of TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

.....Dollars (\$ 12,500.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated February 12, 1976

entered into a contract with Owner for Calhoun Street Resolution No. 112-1975

in accordance with drawings and specifications prepared by City Engineer of Fort Wayne, Indiana

....., which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and
faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having
performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract
between such bidder and Owner and make available as work progresses (even though there should be a default
or a succession of defaults under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including
other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph
hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable
by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner
to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final
payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner
named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 12th day of February, A. D., 1976

N. G. GILBERT CORPORATION

Principal

Witness:

Attest:

Title

Secretary

By:

Vice-President

Title

(Seal)

SECURITY INSURANCE COMPANY OF HARTFORD

Attest:

Title

By:

ATTORNEY-IN-FACT

(Seal)

S 76-03-27

TITLE OF ORDINANCE Special Ordinance - Contract with N.G. Gilbert Corp. for Street
Lighting Resolution 112-1975
DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Ordinance covers contract with N. G. Gilbert Corporation in
amount of \$12,385.00 for installation of street lights on both sides of Calhoun
Street from Pettit Avenue to East Foster Parkway. It provides for installation ONLY.
Materials supplied by the City are estimated to cost \$26,738.73 with engineering
inspection and advertising at \$4,524.00; making total cost of project \$43,647.73.

Of these costs, the property owners will be paying 40% or a maximum of \$3.31 per
lineal foot.

SEE BID TABULATION ATTACHED

EFFECT OF PASSAGE Provide lighting as petitioned

EFFECT OF NON-PASSAGE Unable to do light installation

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Approximate cost to City
of \$26,188.64

ASSIGNED TO COMMITTEE City Watch